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EXAMINER

BROWN, TIMOTHY M

ART UNIT PAPER NUMBER

1648

DATE MAILED: 10/20/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/634,566

Applicant(s)

SEAMAN ET AL.

Examiner

Timothy M. Brown

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 21 July 2005.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-54 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-54 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to: See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

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DETAILED ACTION

This Final Office Action is responsive to the communication received July 21, 2005. Claims 1-54 are under examination.

Claim Rejections - 35 USC § 102

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claims 1, 2, 4, 8-13, 15, 16 and 18-20 are rejected under 35 U.S.C. 102(e) as being anticipated by Daleen et al. (US 6,493,722).

Applicants' invention is a computerized method for providing services over a service provider infrastructure wherein a first user identifies a service to be obtained using a computer interface, and wherein an offer to participate in the identified service is communicated to a second user. If the second user accepts the service, a process is executed by which the identified service is provided to the first and second user over the service provider infrastructure.

Daleen et al. anticipate the invention by disclosing a group purchasing system wherein a first user indicates acceptance (i.e. identifies) a particular service in response to an offer that is received from a service provider (Fig. 5, chars. 508, 510; col. 3, lines 1-10). Upon accepting the particular service, the offer to participate in the identified service is communicated to a second user who may participate in the identified service by communicating an acceptance of the identified service (Id.). Daleen et al. further provide that the first and second user may negotiate (i.e. execute and offer and acceptance) for the indicated service (Fig. 6, char. 608). Finally, Daleen et al. disclose

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providing the service over a service provider infrastructure through their description of providing gas, water, communication, and utility services (col. 4, lines 31-40). Daleen et al. therefore anticipate the subject matter of the claims.

Claim Rejections - 35 USC § 103

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

Claims 5-7 are rejected under 35 U.S.C. 103(a) as being obvious over Daleen et al. (US 6,493,722) in view of Knowlton et al. (US 6,141,006).

Daleen et al. disclose all the features discussed above. Daleen et al. do not expressly disclose creating a logical instance of the service on behalf of the first party, or creating a logical instance of the second party's acceptance of the service. However, Knowlton et al. teach a method for executing business transactions comprising creating visual link objects representative of the content of the visual link object (abstract; col. 3, lines 47-63). At the time of Applicants' invention, it would have been obvious to modify the method disclosed by Daleen et al. with Knowlton et al.'s teaching of visual link objects since this combination would provide a means for quickly identifying the content of Daleen et al.'s service offer.

Claims 3, 14, 17, 21, 22, 26-40, 43 and 48-54 are rejected under 35 U.S.C. 103(a) as being obvious over Daleen et al. (US 6,493,722) in view of Official Notice.

Regarding claims 3, 21, 22, 26-31, 33-35, 37-39, 48-52 and 54 Daleen et al. disclose all the limitations noted above. Daleen et al. do not expressly teach verifying

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that the service provider accounts of the first party and the second party support the particular service. However, this limitation simply reads on reviewing the orders of the first and second parties, a practice that is old and well known in the procurement art. Thus, at the time of Applicants' invention, it would have been obvious for one of ordinary skill in the art to modify Daleen et al. with a step wherein support of the particular service by the service accounts of the first and second parties is verified. This combination would ensure that the first and second parties obtain a service that they intended to purchase.

Regarding claims 14, 32, and 53, Daleen et al. disclose all the limitations discussed above. Daleen et al. do not expressly teach communicating with users through XML protocol. However, providing electronic communication through XML is old and well known. Therefore, at the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Daleen et al. to include XML protocol in order simplify the programming of the data exchange protocol.

Regarding claim 17 and 36, Daleen et al. teaches all the limitations discussed under claim 1. Daleen et al. do not expressly teach providing a secure internet protocol. However, the Examiner takes Official Notice that providing secure internet communication is old and well-known in the art. Therefore, at the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Daleen et al. to include providing a secure internet protocol in order to prevent unauthorized access to sensitive information such as payment data.

Regarding claim 40, Daleen et al. and Official Notice disclose all the limitations discussed above. This combination does not expressly disclose a method wherein attributes of the particular communication channel include identifiers of service interfaces for the parties, and data indicating that the channel is to be one of a set including point-to-point, point-to-multipoint, or multipoint-to-multipoint. However, the Examiner takes Official Notice that identifying a client system, such as by an Internet cookie, is old and well-known. The Examiner further notes point-to-point, point-to-multipoint and multipoint-to-multipoint communication channels are old and well-known. Client identifiers provide a means for identifying users and enhance order processing while offering a variety of communication channels would increase sales through product diversity. Therefore, at the time of Applicants' invention, it would have obvious to one of ordinary skill in the art, to modify Daleen et al. to include attributes of the particular communication channel including identifiers of service interfaces for the parties, and data indicating that the channel is to be one of a set including point-to-point, point-to-multipoint, or multipoint-to-multipoint.

Regarding claim 43, Daleen et al. and Official Notice disclose all the limitations discussed above. This combination does not expressly teach a communication network comprising a metropolitan area network, including switches and optical fiber links configured in a tree. However, the Examiner notes this limitation is old and well-known. Therefore, at the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Daleen et al. to include a communication network comprising a metropolitan area network, including switches and optical fiber links

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configured in a tree. This combination would enhance the rendition of communication services by improving the routing of data packets.

Claims 23-25 and 45-47 are rejected under 35 U.S.C. 103(a) as being obvious over Daleen et al. (US 6,493,722) in view of Official Notice and Knowlton et al. (US 6,141,006).

Daleen et al. and Official Notice disclose all the features discussed above. Daleen et al. and Official Notice do not expressly disclose creating a logical instance of the service on behalf of the first party, or creating a logical instance of the second party's acceptance of the service. However, Knowlton et al. teach a method for executing business transactions comprising creating visual link objects representative of the content of the visual link object (abstract; col. 3, lines 47-63). At the time of Applicants' invention, it would have been obvious to modify the method disclosed by Daleen et al. with Knowlton et al.'s teaching of visual link objects since this combination would provide a visual indication of the content of Daleen et al.'s service offer.

Claims 41, 42 and 44 are rejected under 35 U.S.C. 103(a) as being obvious over Daleen et al. (US 6,493,722) in view of Official Notice and Husak (US 6,157,647).

Regarding claim 41, Daleen et al. and Official Notice disclose all the limitations discussed above. Daleen et al. and Official Notice do not expressly teach service interfaces including MAC addresses. However, Husak teaches a method for data transmission wherein a destination address comprises a MAC address (col. 3, lines 30-57). At the time of Applicants' invention, it would have been obvious to one of ordinary

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skill in the art, to modify Daleen et al. and Official Notice to include a service interface comprising a MAC address in order to achieve the transmission of services involving data packets.

Regarding claim 42, Daleen et al. and Official Notice disclose all the limitations discussed above. This combination does not expressly teach a method wherein the unique network addresses comprise MAC addresses, and the tag comprises a VLAN tag. However, Husak teaches a method for data transmission wherein a destination address comprises a MAC address and a packet identifier comprises a VLAN tag (col. 3, lines 30-57). At the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Daleen et al. to include a method wherein the unique network addresses comprise MAC addresses, and the tag comprises a VLAN tag in order to achieve the delivery of communication services through the routed transmission of data packets.

Regarding claim 44, Daleen et al. and Official Notice disclose all the limitations discussed above. Daleen et al. and Official Notice do not expressly disclose wherein said respective service interfaces have MAC addresses, and said process to provision the particular interface includes establishing a VLAN tag to identify packets for use of the particular communication channel, configuring the service interfaces to tag packets for use of the particular communication channel, and configuring switches in the network to route packets to and from the service interfaces in response to the MAC addresses and the VLAN tag in the packets. However, Husak teaches a method for data transmission wherein a destination address comprises a MAC address and a

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packet identifier comprises a VLAN tag (col. 3, lines 30-57). At the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Daleen et al. and Official Notice to include the teachings of Husak in order to achieve the delivery of communication services through the routed transmission of data packets.

Response to Arguments

Rejection of claims 1, 2, 4, 8-13, 15, 16 and 18-20 as anticipated by Daleen et al.

Applicants argue Daleen et al. (US 6,493,722) ("Daleen") does not teach group purchasing or collaborative negotiation. However, the claims do not require this limitation. For example, claim 1 provides that participation in a selected service is offered to a second party who may join in the service through "a signal indicating acceptance." Thus, the second party simply joins the offered service, or declines. Neither the first or second party engage in any offer and counteroffer session that can be interpreted as a collaborative negotiation.

Even if the claims were construed to require collaborative negotiation, Daleen discloses this limitation. Figure 6, character 608 states "subscribers wishing to form an electronic community . . . contact each other to enable negotiations for a group purchase. . . ." Contrary to Applicant's argument, this demonstrates Daleen teaches collaborative negotiation as well as group purchasing.

Applicants argue Daleen does not teach acceptance of a service, nor identification of a service by the user. The Examiner respectfully disagrees. Daleen teaches an electronic negotiation system wherein a subscriber (i.e. user) can invite other subscribers to a join a buying community to purchase a service such as

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communications (see e.g. col. 8, lines 20-37 and col. 4, lines 32-35). Inviting others to join a buying group for a service necessarily requires identifying the service. This is especially true since Daleen states that the members of the group collectively negotiate for the service. Daleen also teaches acceptance of the service since Daleen teaches implementing a billing feature after the users negotiate a volume discount (see e.g. col. 2, lines 64-66).

Applicants argue Daleen does not teach an interface by which a party identifies attributes of a service to be shared. However, the claims do not require any specific limitations other than an interface for accepting attributes (i.e. data). Daleen describes subscribers (i.e. users) using e-mail to negotiate the group purchase of an item such as communication services, or a vehicle (col. 2, lines 64-66; and col. 8, lines 30-43). E-mail necessarily requires some type of interface for reading and inputting messages. It is also worth noting that Daleen allows subscribers to submit terms and conditions of the service to be provided (col. 4, lines 38-40). Daleen therefore teaches the claimed interface.

Applicants argue Daleen does not teach "acceptance by the second party of the particular service" because there is no discussion of interaction between a third party and a subscriber, or interaction between subscribers. The Examiner respectfully disagrees in that Daleen expressly provides that "subscribers . . . contact each other to enable negotiations for a group purchase of a service from a third party" (Fig. 6, char. 608). Thus, Daleen teaches interaction between a third party and one or more subscribers, as well as interaction between subscribers. Daleen also provides for

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acceptance of a particular service since a group of subscribers may *purchase* a particular item or service (see e.g. col. 3, lines 7-8), and subscribers are *billed* for the item or service (col. 4, lines 59-62). Accordingly, Daleen teaches acceptance by the second party as claimed.

Applicants argue Daleen does not teach the interface by which the first user offers participation in the particular service to the second user. However, this argument is not persuasive in that the claims do not require a specific computer interface. The claims only require "providing an interface by which a first party identifies attributes of a particular service" (e.g. claim 1, lines 4-5). Moreover, Daleen uses process in which a subscriber to the group purchasing system receives offer for a particular service, and then forwards that offer on to another subscriber by e-mail (col. 8, lines 11-36). Because the offer relates to a particular service and is communicated by e-mail, Daleen teaches providing an interface as claimed.

Applicants argue Daleen does not teach the step wherein a process is executed to provision the particular service over the service provider infrastructure. Applicants state the Examiner's reference to gas, water and communication services does not meet executing a process to provision these services. However, giving the executing step its broadest reasonable interpretation allows the claim to read on any act that is executed after the second party indicates acceptance of the particular service. Thus, Daleen's billing the users for the particular service after the service is accepted (col. 3, lines 57-63) meets Applicants' executing process. It is also worth noting that Daleen provides that its system is used to provide a service "that a Subscriber may use" (col. 4,

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lines 32-33). A service must be provided in order for it to be used. Thus, inherency also allows Daleen to meet Applicants' executing step.

Rejection of Claims 5-7 as Obvious over Daleen in view of Knowlton

Applicants' argue that the combination of Daleen and Knowlton does not teach the claimed interface. The Examiner respectfully submits Daleen teaches this limitation as discussed above.

Rejection of Claims 3, 14, 17, 21, 22, 26-40, 43 and 48-54 as obvious over Daleen in view of Knowlton and further in view of Official Notice

Applicants argue Daleen does not teach or suggest the limitation that "the attributes of the particular service include parameters of the communication channel using the communication network of the service provider. However, Daleen discloses that its method can be used to procure communication services such as telephone, cable line, dialup or satellite (col. 4, lines 31-35). Daleen further provides that subscribers may collaborate with one another to form a purchasing group for an identified service. Thus, in order for the subscribers to for a group for the purchase of a particular communication service (e.g. telephone service), the nature of the service must be communicated to all the members. Thus, Daleen meets indicating the attributes of a particular service as claimed.

Regarding claim 38, Applicants argue Daleen fails to teach provisioning communication services according to attributes established by the claimed process. However, this limitation is inherent to Daleen's providing of communication services. As noted above, Daleen discloses a purchasing group for specific communication service.

Thus, Daleen requires identifying communication attributes as claimed. Moreover, providing such services requires that they be provided in the manner that they were bargained for. For example, if subscribers were to collaborate for the group purchase of telephone service, the service provider would have to provide the service consistent with its description. Indeed, Daleen's service provider would not provide satellite service to a purchasing group that negotiated for telephone service. Accordingly, Daleen meets provisioning communication services as required by claim 38.

Regarding claims 14, 32 and 53, Applicants argue that the Examiner's reference to "XML protocol" mischaracterizes the claims because XML refers to markup language and not a communication protocol. Applicants request documentary support for the Official Notice cited. The Examiner offers a PR Newswire article ("Innovision White Paper on XML Protocol Technology Available Online" PR Newswire (June 16, 1999) p. 1) which supports the Examiner's Official Notice position that XML was a known means for simplifying a communication protocol.

Regarding claims 17 and 36, Applicants argue that Daleen does not describe any structure that might be used in connection with secure Internet protocol. The Examiner respectfully disagrees inasmuch as Daleen describes connecting different entities (i.e. PCs) over the Internet (Fig. 1, char. 110). Certainly the "Internet" can support a secure Internet protocol. Moreover, Daleen suggests a secure Internet protocol in that Daleen describes transmitting billing information. Accordingly, it would have been obvious to combine Daleen with a secure Internet protocol in order to protect subscribers' identity.

Regarding claim 40, Applicants argue the Examiner's use of Official Notice is

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improper because Internet cookies cannot identify a service interface. However, the Examiner Szadowski (Szadowski, J. "Privacy, intellectual property rights collide in anti-piracy proposal" Washington Times (July 20, 1998) p. D-9) in support of the Official Notice. This document proves that cookies may be used to identify a computer to a Web site. Thus, the Examiner's use of Official Notice is supported by documentary evidence.

Rejection of Claims 23-25 and 45-47 as obvious over Daleen in view of Official Notice and further in view of Knowlton

Applicants request documentary evidence in support of the Official Notice taken in the rejection of the claims. However, the rejection of the claims relies on Official Notice for the limitations recited in claim 21 (i.e. verifying the service provider accounts support a particular service). Knowlton was offered for teaching a logical instance as required by dependent claims 23-25 and 45-47. Note that Mishelevich et al. (US 6,434,547 B1) provides support for the Official Notice taken. This document shows that proofreading a service order for accuracy was well known in the procurement art.

Rejection of Claims 41, 42 and 44 as obvious over Daleen in view of Official Notice and further in view of Husak

Applicants request documentary evidence in support of the rejection's use of Official Notice. However, as noted above under claim 21 above, the rejection relies on Official Notice for verifying the service provider accounts support a particular service. Husak was offered for teaching the limitations relating to a MAC address. Note that

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Mishelevich et al. teach verifying a service provider account as discussed in the preceding paragraph.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Timothy M. Brown whose telephone number is (571) 272-0773. The examiner can normally be reached on Monday - Friday, 8am - 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Housel can be reached on (571) 272-0902. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Timothy M. Brown
Examiner
Art Unit 1648

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